

Release
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**SUMMARY OF CASES ACCEPTED
DURING THE WEEK OF MARCH 22, 1999**

[This news release is issued to inform the public and the press of cases that the Supreme Court has accepted and of their general subject matter. The description or descriptions set out below do not necessarily reflect the view of the court, or define the specific issues that will be addressed by the court.]

#99-42 Cruz v. Briseno, S076167. (B108129.) Unpublished opinion. Petition for review after the Court of Appeal affirmed in part and reversed in part the judgment in a civil action. This case concerns whether a police officer's personal immunity from liability for injuries resulting from a vehicle pursuit of a suspect is conditioned on the officer having activated the lights and siren of his or her vehicle.

#99-43 Paxton v. Stewart, S075943. (D027490; 68 Cal.App.4th 331.) Petition for review after the Court of Appeal affirmed the judgment in a civil action.

#99-44 Schreiber v. Estate of Kiser, S075914. (G018084; 68 Cal.App.4th 119.) Petition for review after the Court of Appeal affirmed the judgment in a civil action.

Paxton and Schreiber both concern whether and, if so, to what extent Code of Civil Procedure section 2034, subdivisions (a)(2) and (f)(2), apply to a party's use of a treating physician as an expert witness.

#99-45 People v. Nkimotu, S076008. (E019743.) Unpublished opinion. Petition for review after the Court of Appeal modified and affirmed a judgment of conviction of a criminal offense. This case presents an issue, concerning the application of term doubling to a second strike defendant convicted of a crime punishable by a life sentence, which is related to an issue before the court in People v. Jefferson, S057834. (See #97-31.)

STATUS

#98-136 Broughton v. Cigna Health Plans, S072583. The court modified its earlier order limiting the issues on review to include the further issue whether construction of the California Consumers Legal Remedies Act to invalidate an arbitration clause in a health insurance plan as applied to a cause of action brought under that Act would violate the preemption clause of The Federal Arbitration Act.

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